

# **EXHIBIT L**



James E. von der Heydt  
200 Public Square, Suite 2300  
Cleveland, Ohio 44114-2378  
Direct Dial: 216.363.4160  
Fax: 216.363.4588  
JvonderHeydt@beneschlaw.com

March 18, 2021

**VIA FEDERAL EXPRESS AND ELECTRONIC MAIL**

Barry Shain  
Jeffrey Lee  
Olympia Sports Company, Inc.  
Brewster, NY 10509  
barryshain@outlook.com  
jlsyltex@gmail.com

Roger Heumann, CEO  
Olympia Sports Company, Inc.  
500 Executive Blvd  
Elmsford, New York, 10523

Re: Breach of Purchase Order Contract No. 28017 dated October 29, 2020 (the "Contract")

Dear Mr. Heumann, Mr. Lee, and Mr. Shain:

As you remember, I am litigation counsel to Natural Essentials, Inc. ("Natural Essentials") in litigation matters. Please provide this letter to legal counsel for Olympia Sports Company, Inc. ("Olympia") and send me his or her contact information for future communications about Natural Essentials' claim for damages arising from Olympia's repudiation of the Contract.

Tuesday, March 2, 2021, was the final reasonable date on which delivery could have been made. Olympia's material breach is no longer curable and the Contract is terminated. For the avoidance of any doubt, as of Friday, March 12, Natural Essentials is now canceling the deal and will pursue its damages. *See* UCC § 2-711(1)(b). It has determined the market price prevailing at the moment of repudiation. *See* UCC § 2-713 (cash damages for price difference at time of repudiation at place of failed delivery). As noted in my prior communication (attached Exhibit A), the resulting claim is very substantial.

Natural Essentials has been gravely damaged Olympia's repudiation of the Contract. And its claims go far beyond the roughly \$790,000 that is the minimum baseline at issue from the Contract breach. In document discovery and through sworn testimony from various personnel, Natural Essentials will investigate the misallocation of actually received goods. And it will determine how closely the diversion of Olympia's inventory was linked with tortious interference

March 18, 2021

Page 2

in favor of other providers, profoundly disrupting Natural Essentials' relationship with the State of Texas.

Regardless of whether Olympia or its agents were involved with what now plainly amounts to the theft of the Texas business, Olympia is responsible as a matter of pure contract law for the consequential damages to Natural Essentials' business prospects. *See* § 2-715(2)(a). Olympia "had reason to know" of the customer relationship that it was undermining by its willful breach, and all of Natural Essentials' lost profits – roughly \$5,070,000, reflecting a price delta of \$15.23 minus \$11.85, times at least 1,500,000 boxes – are recoverable.

This letter waives none of Natural Essentials' rights, and all of them are reserved. We look forward to hearing from your counsel by Monday. If Natural Essentials does not receive a tender of an appropriate amount to resolve the repudiation claim by 5 pm on **March 22, 2021**, Natural Essentials intends to pursue in an appropriate forum all its remedies for all its losses.

BENESCH, FRIEDLANDER,  
COPLAN & ARONOFF LLP

*/s/ James E. von der Heydt*

James E. von der Heydt